



Administrative Policies and Procedures: 1.23

Subject:	Provision of Employee Housing, Utilities and Meals in DCS-Operated Facilities
Authority:	TCA 37-5-106; 8-23-201(b) and F&A Policy 16 - Maintenance
Standards:	None

Policy Statement:

The Department of Children's Services shall establish criteria and guidelines for administration of, and conditions for, occupancy of state-owned residential family dwellings, including employee dorms and apartments, for payment of rent and/or utilities in such, and for employee meals.

Purpose:

To ensure that DCS is in compliance with the Rules and Regulations set by the Department of Finance and Administration for the payment of rent and/or utilities and meals for employees that occupy state-owned housing.

Procedures:

A. Housing

1. General Procedures:

- a) Housing will be assigned on an individual basis according to the professional, technical, and administrative needs in support of the facility's mission.
- b) Employees do not have a property interest in State housing, and assignment to or placement of an employee in State housing does not give the employee a property interest in such housing.
- c) Assignment of state housing at one facility does not give an employee the right to State housing at another facility upon the employee's voluntary or involuntary reassignment.
- d) Employee housing is provided as a benefit to the State, and not for the benefit of employees.
- e) In all cases, persons living in state housing are to be DCS employees or their dependent(s) according to the terms of this policy.
 - ◆ Dependents are limited to the spouse of the employee and any legal children age eighteen (18) or younger, or if in school, age twenty-one

(21) or younger.

- ◆ As of the effective date of this policy, any person who has been residing in state housing who is legally related to the employee can be grand fathered in as a dependent if the employee declares such to the Superintendent within thirty (30) days and provides proof that such person has resided with the employee prior to the issuance of this policy. This exception will no longer exist at such time that a grand fathered dependent moves from such housing, the employee moves, or on the date of October 31, 1998, whichever comes first.
- ◆ Occupants may not sublet the premises under any circumstances.
- ◆ Persons other than immediate family will not be permitted to occupy the residences, unless specifically authorized by the Superintendent.
- ◆ The Superintendent will notify the Executive Director of Juvenile Justice of any such approved circumstances.
 - 1) As of the effective date of this policy, employees who are residing in state housing will be given priority in continuing to reside in state housing.
 - 2) Employees residing in state housing may be required to work more than a regular work schedule without additional compensation at the Superintendent's discretion; however, if the employee is covered by the *Fair Labor Standards Act (FLSA)* and required to work more than forty (40) hours in a work week, he/she will be compensated in accordance with state pay policies or DCS must have an approved agreement in place with the employee. (See, [Standard Rental Agreement, Form CS-0538, Attachment C](#) (pg. 5) - Application For State Housing.)
 - 3) Employees residing in state housing may be requested to help maintain the facility, supervise youth, provide student transportation or otherwise aid in the safety and security of the campus during periods of extreme weather conditions or emergencies as determined by the Superintendent.
 - 4) Moving expenses are the responsibility of the tenants. State equipment or manpower cannot be used for moving occupants of State housing.

2. Youth Development Centers

- a) For the purpose of determining housing provisions at Youth Development Centers, only Superintendents will be considered as an **essential employee** who will live on site in state housing when such housing is available.
- b) **Non-essential employees** approved to reside in the staff quarters/dorm will be charged \$0.15 per square foot of useable space. Utilities shall be paid for based on the average annual cost of utilities (January thru December) for the entire dorm divided by the percentage of usable space occupied by the lessee.

B. General Instructions	<p>1. Housing</p> <p>a) Family Dwellings</p> <ul style="list-style-type: none">◆ Employees accepting housing will assume the obligation and responsibility for compliance with guidelines established herein. Failure to comply may result in lease being terminated. It should be clearly understood that housing is owned by the state, and each occupant is expected to exercise good judgment regarding his/her conduct.◆ Occupants are responsible for the care, appearance and cleanliness of their assigned dwelling.◆ Provision of consumable supplies associated with the normal cleaning and maintenance of the dwelling are the responsibility of the occupant.◆ Maid service and other personal services incidental to the operation of state housing is not provided to the occupants at state expense.◆ Parking, where available, may be provided to occupants at no cost and subject to campus regulations. Abandoned and/or inoperable vehicles are not permitted on the premises. There will be no clutter, garbage, or debris in carports, yards and other visible areas.◆ Any additional building or structure that an occupant desires to install on the premises must be submitted in writing with plans and approved by the Appointing Authority and the DCS Director of Facilities Management. After the approvals, the costs of construction will be born by the occupant. Also, the structure is subject to become the property of the state. This must be described in the written approval from the appointing authority and the DCS Director of Facilities Management.◆ No changes, additions or deletions to the existing structure exceeding one hundred dollars (\$100) in total cost annually may be made to any housing without prior written approval of the Superintendent and the DCS Director of Facilities Management.◆ No business or commercial enterprise that requires visits by clientele to the premises is permitted.◆ Conduct on the premises which would reflect negatively on the state or the institution will not be tolerated and may result in eviction and/or disciplinary action.◆ Conduct of guests on the premises which would reflect negatively on the state or institution will not be tolerated and may result in eviction of the resident.◆ The state has the unrestricted right, at any time, to enter upon, over and across the yard(s) immediately surrounding the premises. The state has the right, subject to the conditions listed below, to enter upon or into the premises to accomplish any business purpose of the State and for such inspections of the premises as deemed necessary by the State, to wit:
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- 1) Employee will be given at least twenty-four (24) hours notice of any premises inspection by the state or other entering for any business purpose by the state. Whenever possible, premises inspection(s) should be scheduled to allow the employee to be present at such inspection(s).
- 2) If the state has probable cause to believe that any federal, state or local law, is being, or has been violated, the state has the right to enter into or upon the premises at any time without notice.
- 3) The state has the right to enter into or upon the premises at any time without notice in any emergency situation where there is an immediate danger to the premises or of loss of life and/or property within the facility premises.
- 4) The state has the right to enter into or upon the premises at any time without notice if there is reason to suspect that an escaped youth is in or around the premises.
- 5) The occupant must report any damages immediately to the superintendent or his designee.
- 6) The provision of furnishings for dwellings is the responsibility of the individual occupant. Where state owned furniture is available and is currently being provided, it may continue to be provided but will not be replaced.
- 7) The state will maintain major appliances that are currently in the houses, and will replace stoves and refrigerators when the appliances are no longer repairable. Appliances other than stoves and refrigerators will not be replaced by the state.
- 8) Employees residing in State housing are not allowed to change any locks in the dwelling.

b) Staff Quarters/Dorms

- ◆ All of the provisions shown under *B.1.a.* above apply to employees assigned to staff quarters/dorms.
- ◆ Employees are individually responsible for the room or areas to which they are assigned, to include its contents and the maintenance of the room, in such a way as to reflect good sanitation and housekeeping standards.
- ◆ Electrical appliances, lights, etc., are to be turned off when room is not occupied.
- ◆ The occupant must report immediately damages to the superintendent or his designee.

2. Grounds Maintenance

- a) Employees occupying single-family dwellings must be responsible for upkeep of the grounds immediately surrounding the dwelling.
- b) The state is responsible for maintenance and upkeep of all grounds surrounding all housing which is considered to be a part of the main campus of the facility or which is contiguous to the grounds immediately

surrounding single-family dwellings.

3. Repairs and Replacements to Housing Units

a) The state is responsible for:

- ◆ Providing such equipment, materials, and labor as necessary to keep the premises safe and in a habitable condition. The state will not purchase or lease any cleaning equipment for use in the dwelling.
- ◆ Providing such equipment, materials, and labor as necessary to keep a standard of appearance of the premises as determined by the state.
- ◆ Providing for trash removal from the premises. All trash will be collected and deposited in one location and time by the employee as determined by the Superintendent for said removal.
- ◆ Providing labor and materials, subject to budget funding, for the periodic major maintenance of the premises as are necessary and determined by the state, including but not limited to painting, woodwork, flooring, and general repairs.
- ◆ Repairing or replacing, as determined by the state, any plumbing, heating, cooling and/or electrical equipment or appliances supplied by the state that is obsolete or becomes unserviceable through normal wear, tear and use as may be determined by the state.
- ◆ Providing water, electric, and other necessary utility services to the premises and paying all utility fees and charges incident thereto (subject to reimbursement by the employee as set forth elsewhere in this policy).
- ◆ Providing insect and/or rodent extermination service for the dwelling as may be determined by the state to be necessary.
- ◆ Providing lightning protection, storm window and insulation as deemed necessary by the state.

b) The Employee is responsible for:

- ◆ Providing labor and materials for routine (day to day) maintenance and/or cleaning (i.e. cleaning and waxing floors, vacuuming rugs, replacing light bulbs, washing windows, etc.). If special equipment is needed to perform any routine maintenance and/or cleaning, the state may provide the equipment if it is already available.
- ◆ Providing such labor and materials required by any change, alteration, or improvement or any work upon or to the premises as determined necessary by the employee as a matter of his/her own personal tastes and/or desires, subject to prior written approval of the Superintendent for changes in excess of one hundred dollars annually. Any such change, alteration, and/or improvement that are of a permanent nature or cannot be easily removed from the premises without damage to the premises will become the property of the state.
- ◆ Providing labor and materials for periodic and/or routine maintenance and/or cleaning of the yard immediately around the premises (except for the normal maintenance and cleaning as is performed by the State

on all campus properties) including any landscaping and/or gardening as determined necessary by the employee as a matter of his/her personal tastes and/or desires subject to prior written approval of the Superintendent for changes in excess of one hundred dollars annually. Any such landscaping shall become the property of the state.

- ◆ Providing such personal convenience appliances and/or equipment, including but not limited to garbage disposals, trash compactors, television and/or radio antennae, as determined necessary by the employee as a matter of his/her personal tastes and/or desires. Installation of satellite dishes for reception of satellite transmissions is subject to prior written approval of the Superintendent.

4. Pets

- a) The Superintendent must give prior approval for employees to keep dogs, cats, birds or any other animals, including any animal facilities, on or about the premises. Pets are not allowed in staff quarters/dorms.
- b) Approval must include the requirements that pet facilities are to be provided by the employee and must be of such type, construction, sanitation, and location as to conform to and be compatible with area surroundings and appearance. Such facilities must be maintained in a clean and sanitary condition at all times.
- c) Residents are responsible for controlling the barking of dogs. Any pet deemed to be a nuisance by the Superintendent must be removed by the owner.
- d) All state, county and city regulation concerning pets, including immunization, must be adhered to.
- e) The keeping of any bird or animal considered livestock is prohibited.

5. Insurance

The occupant is responsible for maintaining personal property insurance on his/her personal property items.

6. Eviction

Grounds for termination of housing must include deliberate failure of the employee to comply with any provision of the herein stated rules and regulations. If termination is not for deliberate failure of the employee to comply with provisions of the herein stated rules and regulations, the employee will be given notice that states the reason for termination. Such termination does not preclude disciplinary action if warranted.

7. Vacating Housing

- a) When a tenant decides to vacate state housing, he/she will notify the Superintendent's office in writing at least fourteen (14) days prior to vacating the unit. The Superintendent will assign an employee to conduct a complete inventory of all state property assigned to the unit and report any discrepancies prior to the employee vacating the property.
- b) In addition to the inventory, the maintenance employees must conduct an inspection of the premises. Tenants are responsible for leaving state housing clean and in good repair in accordance with the following:

	<ul style="list-style-type: none">◆ Floors will be swept, vacuumed, and/or mopped.◆ Garbage, litter, etc., will be removed from the premises.◆ All cabinets will be emptied and shelving wiped clean.◆ All state furnished appliances will be cleaned.◆ Bathroom(s) will be cleaned.◆ All damage caused by the tenant, must be repaired at the tenant's expense. <p>c) If the inspection determines these steps have not been completed, the Superintendent must authorize the deduction of an additional month's rent from the vacating employee's payroll check. At the discretion of the Superintendent, institutional personnel will dispose of any items left in state housing. Personal belongings will not be held in storage.</p> <p>d) The term of the housing agreement will automatically expire when the employee is transferred, terminated, or retires. Notice of such transfer, termination, or retirement of any employee living in state housing will constitute notice of termination of the housing agreement.</p> <p>e) The Superintendent or designee will notify the Executive Director of Juvenile Justice upon a house/living quarters/dorm unit being vacated in order to maintain a current departmental listing and to ensure that deductions from the employee's paycheck are terminated.</p> <p>f) On an annual basis, by July 31, Fiscal Services will forward to the Department of Finance & Administration an updated listing of employee housing along with the applicable <i>Employee Housing Disclosure and Standard Rental Agreement</i>.</p>
C. Completion of Application and rental agreement	<ol style="list-style-type: none">1. <i>Standard Rental Agreement, CS-0538</i> - all employees living in State-owned housing must complete.2. <i>Employee Housing Disclosure</i> - all Superintendents living in State housing must be complete.3. <i>Application for State Housing</i> - employees interested in applying for State housing must complete and submit to the applicable Superintendent for approval. If approved, the employee will be required to sign the <i>Standard Rental Agreement, CS-0538</i>.4. <i>Housing Fee Calculation Sheet</i>.- used for calculating fees.
D. Rent/housing allowance	<ol style="list-style-type: none">1. Superintendents are exempt from paying rent, as they are subject to be moved at the Commissioner's discretion. In the event that housing is not available, a monthly housing allowance in the amount of \$400 will be provided. Should housing be available upon initial assignment or become available at a later date and the superintendent refuses to accept available housing, the housing allowance will not be provided.2. Non-essential employees living in state housing will be required to pay rent at a rate of \$0.15 per square foot per month; the rate will be calculated by using the square footage of finished living space only; the monthly fee will be capped at a maximum of 2,000 square feet, and in no event will rent charged

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	<p>exceed 25% of the employee's gross income.</p> <p>3. For purposes of calculating rent, all employees not listed under <i>D, 1 or D, 2</i> above are considered non-essential.</p>
E. Utilities	<p>1. Superintendents are exempt from paying utilities, as they are subject to be moved at the Commissioner's discretion.</p> <p>2. Non-essential employees living in state housing will be required to pay for utilities at a rate of \$0.05 per square foot per month; the rate will be calculated by using the square footage of finished living space only; the monthly fee will be capped at a maximum of 2,000 square feet.</p> <p>3. For purposes of calculating utilities, all employees not listed under <i>E.1 or E.2</i> above are considered non-essential.</p>
F. Telephone service	<p>1. Telephone service shall be considered a personal expense of the occupant, except in instances where the dwelling is also an official state office, the telephone station is an official state number, and/or the service is deemed necessary by the Superintendent for the purposes of conducting state business. In these instances, the cost of maintaining the telephone station shall be the responsibility of the state.</p> <p>2. In all instances, personal use of such telephones will be governed by the DCS policies, rules and regulations governing telephone usage. The employee must reimburse the department for all personal long distance calls as outlined in DCS policy <i>3.15, Control of Long Distance Telephone Calls</i>.</p>
G. Payments of rent and utility fees	<p>1. Rent and utility fees will be calculated using the <i>Housing Fee Calculation (form CS-0538) Sheet</i>, and this form will become part of <i>Employee Housing Disclosure (form CS-0538)</i>. A copy of these forms will be forwarded to the DCS Accounting Manager, and will be utilized to support the payroll deductions.</p> <p>2. A current list of employees living in state housing will be maintained by the Executive Director of Juvenile Justice or his/her designee and forwarded to the DCS Accounting Manager in Finance Services to support accuracy of payroll deductions.</p> <p>3. Rent and utility fees will be deducted from the employee's payroll check in equal bi-monthly installments.</p> <p>4. All rent and utility fees deducted from employee payroll checks must be deposited into the General Fund.</p>
H. Meals	<p>1. Each facility employee is entitled to one (1) free meal during his/her scheduled work shift. The issuance of the one (1) free meal must be documented on a sign-in log.</p> <p>2. Youth Development Center employees will be allowed to purchase additional meals beyond one (1) free meal per shift worked. Visitors will be allowed to</p>

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	<p>purchase meals. Meal tickets will be purchased in the business office of the YDC at \$2.50 each.</p> <ol style="list-style-type: none">3. Facility Supervisors/Superintendents will have the authority to provide complimentary meals to persons or visiting dignitaries who are providing a special service to the facility.4. Facility employees working at another facility may be afforded one (1) free meal.5. College and/or field practitioner students and/or volunteers who perform counseling, administrative or related tasks of a limited, full-time basis may be entitled to receive one (1) free meal each day at the facility to which they are assigned, with the approval of the facility administrator/Superintendent.6. The Superintendent or designee will be responsible for the accountability of meal tickets.
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Forms:	<u>Standard Rental Agreement, CS-0538</u>
Collateral Documents:	<i>Finance and Administration Policy 16 - Maintenance</i>